

- l) Charges for cellular services and/or charges to NPA/NXX's assigned to cellular services.
- m) Charges for services billed to a SBC Telco WATS End User account.
- n) Charges for services billed to End Users who subscribe to local access services through a Local Service Provider other than SBC Telco. SBC Telco will provide the Customer with the account owners OCN with return code 50, where available.
- o) Monthly Fees or fees other than a per-call fee for access to any service in which the Customer provides or purports to provide audio information or audio entertainment produced or packaged by the Customer, whether such access is provided directly or through a voice mail box service or other means, unless agreed to in writing by SBC Telco.
- p) Charges or fees for products or services offered on the Internet, such as, but not limited to, e-charges or e-commerce services.
- q) Charges for services billed to End Users who specifically request not to be billed for Customer services on the SBC Telco bill. Customer agrees it will not forward such billing to SBC Telco after notification from the End User.
- r) Charges for calling card calls placed outside of the effective dates of the SBC Telco End User account. SBC Telco will dictate acceptable dates, if any, before and after the effective date.
- s) Charges which consist of combined individual call records and/or other charges to produce bulk billed services;
- t) Charges for service billed to a bill restricted End User account.
- u) Charges for pre-paid calling cards, calling cards or debit cards or any fee associated with pre-paid calling cards, calling cards or debit cards. MTS usage charges associated with calling cards or debit cards are permissible as defined in 6.1.1.
- v) Charges for services which are publicly accessible, multi-party connections, commonly known as "GAB" or "chat" services.

- w) Charges for monthly recurring usage fees associated with telephone services for months in which there is no usage of such services.

SNET ONLY - Billing of 1+ pre-subscribed end user messages is not allowed.

6.1.2.1 Image Policy

The Customer agrees, as a condition of SBC Telco's performance under this Agreement, that SBC Telco will not provide Billing and Collection Services which SBC Telco deems harmful to its image. The Customer will not submit billings, or continue to submit billings, to be processed by SBC Telco under this Agreement where such billings are for or associated with, but not limited to the following:

- a) Services which explicitly or implicitly advocate child pornography,
- b) Services which advocate bigotry, racism, sexism or other forms of discrimination,
- c) Services which, through advertising, content or delivery, are deceptive, or that may take unfair advantage of minors or the general public,
- d) Charges which do not comply with federal and/or state laws, regulations or rules,
- e) Services or charges, that in the sole opinion of SBC Telco, result in excessive End-User complaints about being billed for services or goods the End-User claims they did not order or receive.

6.1.3 True and Correct Messages/Charges

- 6.1.3.1. For the purposes of this Agreement, "Unauthorized Messages" are those Messages which: 1) Are not listed under Section 6.1.1) Result from "slamming," i.e., improperly switching the End User to carrier without proper authorization from the End User; 3) Result from "cramming," i.e., the submission of unauthorized, deceptive or ambiguous charges for inclusion on the End User bill; 4) Involve deceptive or fraudulent billing activities; 5) Are

not directly related to intraLATA toll, interLATA or international telecommunications services; or 6) Do not substantially involve the transmission of information or data using telecommunications services.

6.1.3.2. As used in this Section, the term "Unauthorized" means the Messages were either not authorized by the End User or are not authorized by SBC Telcos' for billing under this Agreement. For the purposes of Section, Messages or sales programs which generate higher numbers of End User complaints than would otherwise be anticipated by SBC Telcos in their sole discretion shall be deemed to be inherently deceptive, and thus constitute Unauthorized Messages upon SBC Telcos giving notice thereof to Customer.

6.1.3.3 Customer warrants and represents that:

- a) Customer will submit only true and correct billings for charges properly authorized by End Users.
- b) The Customer or Client offering the product or service has thoroughly informed the End-User of the product or service being offered, including all associated charges, and has explicitly informed the End-User that the associated charges for the product or service will appear on the End-User's local telephone bill.
- c) The End-User has clearly and explicitly consented to obtain the product or service offered and to have the associated charges appear on the End-User's local telephone bill and, if applicable, the consent has been verified according to state or federal laws or regulatory requirements.
- d) Customer will not use a check, draft, or other negotiable instrument or employ a box or container used to collect entries for sweepstakes, contests, or drawings to change or add to the End User's account any supplemental telecommunications services such as but not limited to: property or services for which any charge or assessment appears on a billing statement directed to a consumer by a local exchange carrier or telecommunications carrier, including but not limited to personal 800 number services, calling card plans, internet advertisement and website services, voice mail services, internet access services and service maintenance plans.

- 6.1.3.4 The Customer agrees that the Customer will obtain the End User's consent, or authorization, according to all applicable state or federal laws or regulatory requirements, including those governing verification of and retention of records of such consent or authorization.
- 6.1.3.5 The Customer or Client offering a product or service to be submitted to SBC Telco for billing to an End-User may not use any fraudulent, unfair, misleading, deceptive, or anti-competitive marketing practice to obtain that End-User, including the use of negative option marketing, sweepstakes, and contests.
- 6.1.3.6 If a Customer is notified by SBC Telco that an End-User has reported to SBC Telco that a charge made by the Customer is unauthorized, the Customer shall immediately cease to submit billing for the product or service to SBC Telco for that End-User.
- 6.1.3.7 Customer agrees that SBC Telco may remove, at its sole discretion, any charge from the telephone bill that any End-User claims was unauthorized, and SBC Telco may issue a credit to the End-User, at its sole discretion, for any such claimed unauthorized charge with recourse to the Customer.
- 6.1.3.8 It is the responsibility of the Customer to ensure that all charges submitted by the Customer comply with the above obligations. If the Customer has forwarded billings that do not comply with the above obligations, SBC Telco may decline to process and may return any such billings, or SBC Telco may delay the processing of Customer's billings to allow the Customer the time necessary to establish methods, procedures, programming or other steps necessary to ensure that Customer's billings comply with the above obligations.
- 6.1.3.9 Customer acknowledges and agrees that the Customer's failure or the failure of any Client billing through Customer to comply with the obligations above shall constitute a substantial and material breach of this Agreement and SBC Telco shall have the right to terminate the Agreement immediately pursuant to Section 9 for such breach.
- 6.1.3.10 Customer and its Clients, and their employees, sales agents or representatives do not and will not engage in any deceptive or fraudulent practice in marketing the services for which Customer is submitting billing to SBC Telco.

6.1.3.11 It is the continuing responsibility of the Customer to ensure that its services to be billed by SBC Telco comply with the foregoing standards set forth above and all statutory, legal and regulatory requirements. Customer will render all necessary assistance to SBC Telco to enable SBC Telco to perform a review of the Customer's messages, as SBC Telco shall determine is required, in order to help identify objectionable or improperly formatted messages on a timely basis. Nothing herein is intended to allow the Customer to wait for notification from SBC Telco before complying with SBC Telco's billing standards. Prior to sending messages to SBC Telco for billing services, the Customer is to take reasonable steps to screen, from the Customer's message billing files, all billing to be sent to SBC Telco in order to comply with said standards.

6.1.3.12 Notwithstanding anything to the contrary elsewhere in this Agreement, SBC Telco may disclose to federal, state, and local public and law enforcement agencies and to other local exchange carriers any information it may have concerning Unauthorized Messages involving Customer or its Clients. The provision of such information will not subject SBC Telco to any liability of claim by either the Customer, its clients or subCICs or anyone claiming to be a third party beneficiary of this Agreement. The parties agree there are no and will be no third party beneficiaries of and/or to this Agreement and, to the fullest extent permitted by law, Customer authorizes SBC Telco to release such information. SBC Telco shall have no obligation to give Customer notice of such disclosures.

6.1.4 Threshold Standards

6.1.4.1. The Customer acknowledges that SBC Telco may, at its sole discretion, establish performance thresholds to monitor and evaluate the Customer's billing. SBC Telco's complaint and/or adjustment thresholds are set forth in Exhibit D. The Customer agrees that SBC Telco shall have the right to modify the standards in Exhibit D upon sixty (60) days advance written notice to the Customer and without Customer's consent. Customers who exceed the pre-determined thresholds, as defined by SBC Telco, are subject to termination under Section 9 of this Agreement.

6.1.4.2. A copy of the current thresholds is contained in Exhibit D, the receipt of which is hereby acknowledged. Should any modifications substantially change these thresholds, and such changes alter this Agreement to such an extent that in the reasonable judgment of the Customer it does not allow for the

continuation of Billing and Collection Services as contemplated herein, the Customer shall have the right to immediately terminate this Agreement without liability by providing written notice to SBC Telco, addressed as provided in Section 9 detailing the reasons it believes the Agreement is substantially changed. If the Customer elects to terminate this Agreement as provided in this section, written notice must be provided to SBC Telco within thirty (30) business days of the date SBC Telco notifies the Customer of the changes.

- 6.1.4.3. The Customer agrees that should its total adjusted revenues, either Customer initiated or SBC Telco initiated, exceed twenty percent (20%) of total purchased revenues, the Message Bill Processing charge per message will not apply. The Customer's messages (including miscellaneous charge 42 and credit 41 records) will be billed at the Message Bill Processing High Adjustment level charge per message billed, until such time as the Customer has demonstrated to SBC Telco's satisfaction that the Customer's total adjusted revenues are constantly below twenty percent (20%) of the Customer's purchased revenues.

6.2 INQUIRY SERVICES PROVIDED BY CUSTOMER

- 6.2.1 Inquiry services include acceptance of End User communications, claims, and inquiries regarding/questions billing.
- 6.2.2 Customer in its performance of Inquiry shall comply with all laws, rules, and regulations. Customer shall respond to End User inquiries in accordance with Customer's procedures. Customer shall not threaten End Users with actions that are not authorized by law.
- 6.2.3 SBC Telco will refer all Customer's End Users to the Customer. The Customer will provide a toll free Inquiry number and, if applicable, and address for the End User and SBC Telco to utilize in contacting the Customer. This toll free number will appear on the Customer's page of the SBC Telco bill. The Customer's toll free Inquiry number must be adequately staffed to ensure that the Customer is accessible to End User and SBC Telco during normal business hours. The Customer will be charged a manual adjustment charge for each adjustment issued by SBC Telco as defined in Exhibit A.
- 6.2.4 If SBC Telco is contacted by the End User regarding Customer's charges, SBC Telco may at its sole discretion, immediately remove disputed charges for an End User and recourse said charges back to the Customer. If SBC Telco generates an End User requested adjustment, SBC Telco

shall advise the End User that: 1) the disputed amount will be removed from the SBC Telco bill; and 2) Customer may independently pursue collection activities. The Customer will be charged a manual adjustment charge for each adjustment issued by SBC Telco as defined in Exhibit A.

6.2.5 All such adjustments will be reflected on SBC Telco's adjustment report issued to the Customer.

6.2.6 Customer shall provide full or partial adjustments of billed charges as necessary to satisfy the End User. Customer shall submit End User adjustments to SBC Telco within five (5) after agreeing to adjust charges for the End User.

6.3 CERTIFICATION

Customer warrants and represents that it has obtained and will keep current all necessary jurisdictional certificates and certifications required to conduct the business for which it will submit charges for billing under this Agreement. Customer certifies that all Clients forwarding charges for billing through Customer have also obtained similar certification. Upon request, Customer will provide satisfactory evidence of all such certifications. SBC Telco shall have no obligation to process any Customer billing that is forwarded on behalf of a Client which has not obtained proper certification or whose certification is revoked or suspended. Failure to obtain or retain proper certification or to furnish satisfactory proof thereof shall constitute a material default under this Agreement for which SBC Telco may terminate this Agreement under Section 9. For the purposes of this Section, "certification" includes any registration of similar filing or approval required by any regulatory agency having jurisdiction over Customer or any of its Clients.

6.4 ADVERTISING/PUBLICITY

6.4.1 Neither Customer nor its Clients shall publish or use the name, service mark or trademark of the SBC Telcos or any SBC Telco Affiliates in any advertising, telemarketing, direct mail or other promotions or any other publicity material relating to the Services provided under this Agreement or any products or services of Customer or its Clients billed under this Agreement without the prior written authorization of SBC Telco.

6.4.2 Neither Customer nor its Clients, nor their employees, contractors or agents, shall make any misrepresentations concerning their affiliation with the SBC Telcos or any SBC Telco Affiliates, or imply that products or services of Customer or its Clients are associated with or endorsed by the SBC Telcos or SBC Telco Affiliates.

- 6.4.3 In the event of any violation of this Section, SBC Telco may give notice of immediate Termination under Section 9. In addition, Customer shall reimburse SBC Telco for any out of pocket expenses incurred by SBC Telco in investigating such violation, as well as for any lost profits or costs associated with the loss or restoral of End User accounts.
- 6.4.4 Customer agrees that a continued violation of this Section would cause the SBC Telcos or their Affiliates irreparable injury for which they would have no adequate remedy at law, and that the SBC Telcos or their Affiliates shall be entitled to seek immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to them. Customer waives any right to require that the SBC Telcos or their affiliates post a bond to make such injunctive relief enforceable.
- 6.4.5 Customer shall include, and SBC Telcos and their Affiliates shall be made third party beneficiaries of, similar rights and obligations to those set forth in this Section in Customer's agreements with its Clients.

6.5 CLEARINGHOUSE PROVISIONS

- 6.5.1 Customer may act as a clearinghouse or aggregator of billing for other interexchange carriers or provider of enhanced services (hereinafter "Client" or "Clients"). If Customer acts as an agent or aggregator for any permitted Clients, the following requirements apply:
- a) Customer shall be responsible for ensuring that any Client Messages forwarded to SBC Telco for billing fully conform with the terms and conditions of this Agreement. Client Messages shall be considered as Customer's billing for all purposes under this Agreement.
 - b) Customer shall remain solely responsible to Client for all rights and obligations under this Agreement. SBC Telco shall have no obligation to deal directly with the Client, nor shall Client be a Third Party beneficiary of this Agreement or have any claim directly against the SBC Telco hereunder. Customer shall serve as the sole point of contact with its Clients.
 - c) Customer shall impose on its Client the duty to adhere to all applicable terms and conditions of this Agreement regarding billing that will be processed by SBC Telco.

- d) Customer may not add any Clients to this Agreement or forward billing on behalf of, received from or purchased from any Third Party without the prior written authorization of SBC Telco.
 - e) Any request to add a Client or subCIC shall be submitted not less than sixty (60) days prior to the expected effective date of such addition.
 - f) Upon request, Customer shall furnish any information in its possession concerning any activities by its Clients that involve violations including, but not limited to, violations involving local exchange carriers in other areas of the country.
 - g) Should the Customer elect the Volume Discount pricing plan **(available only in SWBT, Pacific and Nevada)**, the Customer shall remain solely responsible for ensuring that each sub-entity that they are forwarding billing on behalf of, complies with the volume discount requirement of 85% of that sub-entity's billings.
- 6.5.2 SBC Telco reserves the right to reject for any reason or no reason, in its sole discretion, the addition of any new Clients requested by Customer.
- 6.5.3 If no permitted Clients or subCICs are identified to SBC Telco, Customer will forward only its own billing to SBC Telco for processing under this Agreement.

7.0 DISPUTES AND CLAIMS

7.1 DISPUTE/CLAIM RESOLUTIONS

- 7.1.1 In the event of disputes/claims that may arise under this Agreement or the Tariff(s), the Parties shall discuss and negotiate the issues surrounding the dispute/claim between the Parties' authorized representatives, with informal escalation within the Parties' organizations as necessary to pursue and achieve resolution as expeditiously as possible.
- 7.1.2 Any suit arising out of or relating directly or indirectly to this Agreement, whether of validity, interpretation, performance or otherwise, will be governed by and construed in accordance with the laws of the State of Texas applicable to agreements made and to be performed in Texas without regard to Texas' choice of law rules. All actions and proceedings arising out of or relating directly or indirectly to this Agreement and General Release will be filed and litigated exclusively in the State District Court for Dallas, Texas. Customer expressly consents to the jurisdiction

of that court, agree that venue is proper in that court, and expressly waives any objection to the jurisdiction and/or venue of that court. Customer states, acknowledges, and recognizes that the majority of its contacts with SBC Telco are in Dallas and that jurisdiction and venue are proper in Dallas, Texas.

7.2 LIMITATION PERIOD

No Claim under this Agreement may be made or brought by any Party more than two (2) years after the date of the event that gave rise to the Claim.

8.0 LIMITATION OF LIABILITY

- 8.1 SBC Telco's aggregate liability to customer for all direct damages, including without limitation contract damage and damages for injuries to persons or property, whether rising from a breach of this Agreement, breach of warranty, negligence, strict liability, or any other tort with respect to the services, is limited to the amount of direct damage actually incurred. Customer releases SBC Telco and its parents, subsidiaries, affiliates, officers, directors, employees, agents, and representatives from any liability in excess of this amount. For the purposes of this agreement, Customer's "Direct Damages" with respect to any messages submitted for billing include only its out of pocket expenses, and do not include any lost profits.
- 8.2 In no event shall SBC Telcos be liable to Customer for any incidental, consequential, or special damages, including without limitation lost revenues, profits or savings, even if they have been advised of the possibility of such damages. Customer waives any claim against the SBC Telcos for punitive or exemplary damages.
- 8.3 With respect to indemnified third party claims, neither party shall have any liability to the other for any incidental, consequential, or special damages, including without limitation lost revenues, profits or savings, even if such party has been advised of the possibility of such damages, if the party seeking indemnification could have avoided incurring such damages by including limitation language in that party's contract with such third party.
- 8.4 The right to recover damages, if any, within the limitations specified in this section is Customer's exclusive remedy, without in any way limiting the application of this section.

9.0 TERMINATION OF SERVICE

9.1 Either Party shall have the right to terminate this Agreement:

- a) at any time, with or without cause, upon sixty (60) days prior written notice to the other party; or
- b) immediately, upon written notice to the other Party, if continued performance would cause a Party to be in violation of (i) any order of any court or regulatory agency having jurisdiction of such Party, or (ii) any law, statute, ordinance or regulation to which the Party is subject, or

9.2. SBC Telco shall have the right to terminate this Agreement:

- a) Upon ten (10) days prior written notice in the event of a default by Customer in any payment obligation, if such default is not cured within such ten (10) day period;
- b) Immediately if Customer or any of its Clients fails to comply with the requirements of Sections 6.1 and/or 6.4. or is Customer or any of its clients generates complaints to SBC Telco which SBC Telco, in its sole discretion, considers excessive.

9.3 Customer shall have the right to terminate this Agreement:

- a) If a Force Majeure Condition occurs and results in a delay or failure in performance of a material obligation of an SBC Telco under this Agreement for more than sixty (60) days, or
- b) In the event of a modification of this Agreement or SBC Telco procedures under Section 3, Modifications, which has a material adverse impact upon Customer's current operations, provided that notice of termination is given and made effective at anytime within thirty (30) days after Customer's receipt of notice of such modification.

9.4 Upon termination of this Agreement, Customer shall pay to the affected SBC Telcos the balance of the total Monthly Minimums and any other outstanding charges which remain owing through the balance of the Term at the time of termination within five (5) business days of termination if (i) Customer terminates for convenience under Section 9.1.A or (ii) SBC Telco terminates because of a breach or default by Customer under Section 9.1.C.

9.5 Upon termination of this Agreement by either Party under Section 9.1, the Parties shall be responsible for paying any and all outstanding amounts due to the other Party. With respect to Customer, these amounts may include, but are not limited to, Customer and Client's unbillables, post-billing adjustments, uncollectibles moneys, and charges for Services that occur for a period of twelve (12) months

reimburse SBC Telco for any interest, penalties or surcharges which are due solely as a result of a negligent act or omission of SBC Telco.

5.10.5 Tax Indemnification

5.10.5.1 Customer agrees to defend, indemnify and hold the SBC Telco harmless from and against any liability or loss, as to services billed hereunder by the SBC Telco to Customer's End Users, resulting from any Taxes, penalty, interest, additions to Tax, Surcharges or other charges or expenses payable or incurred by the SBC Telco as a result of:

- a) The provision by the SBC Telco of services covered by this Agreement, as provided in Section 5.7.4;
- b) The delay or failure of Customer (to the extent not attributable to any negligent act or omission of the SBC Telco) to pay any Tax or such other item or file any return or other information as required by law, tariff or this Agreement;
- c) SBC Telco's compliance with any of its obligations under this Agreement, or with any determination or direction by or advice of Customer, or using information provided by Customer in performing any Tax-related service hereunder; or
- d) A determination by the IRS, or any other taxing authority, whether in response to a ruling request or in the course of an audit of either Party, that the SBC Telco is responsible for collecting and remitting federal, state or local taxes and filing the applicable tax returns.

5.10.5.2 Consistent with the indemnity provided above, Customer shall, at its option and expense (including, if required by a taxing authority, payment of any such Tax, penalty, interest, addition to Tax, Surcharge, or other charges, prior to final resolution of the issue), have the right to seek administrative relief, a ruling, judicial review (original or appellate level) or other appropriate review (in a manner deemed appropriate by Customer), as to the applicability of any Tax, penalty, interest, addition to Tax, Surcharge, or other charges or to protest any assessment and direct any legal challenge to such assessment, but shall be liable hereunder for any such amount ultimately determined to be due.

after the termination of this Agreement as provided in Exhibit B. With respect to SBC Telco, these amounts may include, but are not limited to, all outstanding net amounts due for PAR.

- 9.6 SBC Telco may terminate this Agreement without penalty should any regulatory agency, court, or other government body rule that SBC Telco must separately bill or include charges from entities offering services that compete with SBC Telco's or its Affiliates' services, other than Customer's, services in the same bill that SBC Telco issues to its local telephone customers as a result of providing Billing and Collection Services to Customer.

10.0 INDEMNIFICATION

- 10.1 Except as otherwise provided in this Agreement, without regard to whether services are provided under Tariff or contract, Customer (the "Indemnifying Party") will indemnify and hold harmless SBC Telco ("Indemnified Party") from and against any loss, cost, claim, liability, damage or expense (including reasonable attorney's fees) to Third Parties, relating to or arising out of negligence, misconduct, or breach of this Agreement by the Indemnified Party, its employees, agents, or contractors, and associated with this Agreement. In addition, the Indemnifying Party will defend any action or suit brought by a Third Party against the Indemnified Party for any loss, cost, claim, liability, damage or expense relating to or arising out of the negligence, misconduct, or breach of this Agreement by the Indemnified Party, its employees, agents, or contractors, under this Agreement. In addition, the Customer agrees to indemnify, defend, and hold SBC Telco harmless from any and all loss, cost, claim, liability, damage, or expense (including reasonable attorney's fees) arising from the accuracy of the billing charges submitted by the Customer to SBC Telco, regardless of whether such charges are due and owing.
- 10.2 The Indemnified Party will notify the Indemnifying Party promptly in writing of any written claims, lawsuits, or demand by Third Parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this section and tender the defense of such claim, lawsuit or demand to the Indemnifying Party. The Indemnified Party also will cooperate in every reasonable manner with the defense or settlement of such claim, demand or lawsuit. The Indemnifying Party will not be liable under this subparagraph for settlements by the Indemnified Party of any claim, demand or lawsuit unless the Indemnifying Party has approved the settlement in advance or unless the defense of the claim, demand or lawsuit has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed promptly to undertake the defense.
- 10.3 Notwithstanding any other provision of this Section 10, the parties acknowledge that SBC Telco has no knowledge of the validity of message payment obligations

(billing charges) sent to SBC Telco for billing and collections under this Agreement, and that SBC Telco therefore strictly relies upon the Customer to forward only correct billing charges that can be, if necessary, substantiated in a court of law.

- 10.4 Upon request, the Customer will provide to SBC Telco all evidence needed to sustain billing charges challenged by an End User, and SBC Telco may adjust said charges with recourse if the Customer does not provide all evidence needed to substantiate billing charges which are challenged by an End User. SBC may adjust any billing charges challenged by an End User if in SBC Telco's sole opinion, the circumstances involved in the dispute, should be handled between the Customer and the End User. The Customer certifies, when forwarding billing charges to SBC Telco, that said charges are true and correct, and accurately reflect proper charges legally owed by the billed Party (End User). This Customer certification of validity shall apply to all billing charges forwarded to SBC Telco under this Agreement by the Customer from whatever source. Should SBC Telco incur liability for billing and collection of any billing charges forwarded by the Customer, or for termination of an End User's local phone service as part of said collection, or for defamation or libel or injury to credit or otherwise incurs liability arising from or resulting from SBC Telco's performance of its obligations under this Agreement, the Customer will defend, indemnify, and hold harmless SBC Telco for any loss, cost, claim, damage or expense (including reasonable attorney's fees) arising from such billing and collection.
- 10.5 The Customer shall indemnify SBC Telco for any loss, damage, expense (including reasonable attorney's fees) or liability that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary interest based upon SBC Telco's provision of Services provided pursuant to this Agreement. However, where such infringement or claim arises solely from the Customer's adherence to SBC Telco's written instructions or directions, SBC Telco shall so indemnify the Customer for such infringement or claim of infringement.
- 10.6 Each Party shall defend or settle, at its own expense, any action or suit against the other for which it is responsible under this clause. Each Party shall notify the other promptly of any claim of infringement for which the other is responsible, and shall cooperate with the other in every reasonable way to facilitate the defense of any such claim.

11.0 PROPRIETARY INFORMATION

Attached to this Agreement, as Exhibit F, is the Parties' understanding with respect to Proprietary Information.

12.0 FORCE MAJEURE

Neither Party shall be liable or deemed to be in default under this Agreement for any delay or failure to perform resulting from (i) accidents, fire, labor disputes, epidemics, war, terrorist acts, riots, insurrections, power blackouts, acts of nature or other causes beyond its reasonable control and without its fault or negligence, (ii) acts or omissions of the other Party or of a third party (other than the non-performing Party's own agents or contractors), or (iii) compliance with any law, regulation, ruling, order or requirement of any federal, state or municipal government or department or agency or court of competent jurisdiction (a "Force Majeure Condition"). Any delay resulting therefrom shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable. Customer may terminate for a Force Majeure Condition which continues for more than sixty (60) days as provided in Section 9, Termination of Service.

13.0 AMENDMENTS AND WAIVERS

This Agreement (or any part thereof, including Exhibits or documents referred to herein) may be modified or additional provisions may be added by written agreement signed by or on behalf of Customer, and each affected SBC Telco, unless otherwise provided herein. No amendment or waiver of any provision of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and signed by the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of any Party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

14.0 ASSIGNMENT

14.1 Neither Party shall assign any right or obligation under this Agreement without the other Party's prior written consent. Any attempted assignment shall be void.

14.2 Notwithstanding Section 14.1, Customer may assign money due or to become due to it from SBC Telco for the purchase of PAR, provided (i) Customer gives SBC Telco at least thirty (30) days prior written notice of such assignment, (ii) such assignment shall not impose upon SBC Telco obligations to the assignee other than the payment of such moneys and (iii) such assignment shall not result in the filing or claim of a security interest in any PAR offered to SBC Telco for purchase under this Agreement.

14.3 Notwithstanding Section 14.1, either Party may assign this Agreement, in whole or in part, to:

- a) A parent corporation;

- b) Any company into which a Party may merge or consolidate or which acquires substantially all of its assets or stock; or
- c) A wholly owned Affiliate of the parent corporation which is of a financial standing equal to or greater than that of the assignor.

Any assignment under this Section shall not require the consent of the other Party, but the assigning Party shall provide written notice to the other Party within thirty (30) days of such assignment. An assignment under this Section shall not increase the scope of the Services which SBC Telco is obligated to provide by more than ten percent (10%). If the company into which Customer merges or consolidates or which merges and consolidates with Customer also has a billing and collection agreement with SBC Telco, then the more recent of the billing and collection agreements between the Parties will survive such merger or consolidation and govern the billing and collection services provided thereafter by SBC Telco to the surviving company.

- 14.4 Without limiting the generality of the forgoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

15.0 NOTICES AND DEMANDS

Except as otherwise provided under this Agreement, all notices and demands that may be given by a Party to the other Party under this Agreement shall be in writing and shall be deemed to have been duly given 1) on the date delivered in person or 2) on the date of the return receipt for those sent postage prepaid, in the United States mail via Certified Mail, return receipt requested; or, 3) on the date transmitted electronically provided that the receiving machine delivers confirmation to the sender and receipt is verified through a phone call; or, 4) on the date transmitted via electronic mail. If electronic mail delivery is selected as the method of giving notice under this section, the electronic mail record of receipt is binding as appropriate notification. If personal delivery is selected as the method of giving notice under this section, a receipt of such delivery shall be obtained. Mailing addresses for notices shall be as indicated on the Customer's current Implementation Forms. The Parties will officially indicate their electronic notice name and address if this method of notification will be employed.

16.0 THIRD PARTY BENEFICIARIES

Except as provided in Section 10, this Agreement shall not provide any person not a party to this Agreement with any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement, including those parties which forward billing charges to Customer to have their billing messages included by SBC Telco on End User telephone bills.

17.0 GOVERNING LAW

The laws of the State of Texas shall govern the construction and interpretation of this Agreement and any Claim arising hereunder or related hereto, whether in contract or tort, without regard to Texas' choice of law rules. Any lawsuit instituted by either party in connection with this Agreement shall only be brought in the District Court of Dallas, Texas and both parties hereby consent to the personal jurisdiction of such courts. All actions and proceedings arising out of or relating directly or indirectly to this Agreement and General Release will be filed and litigated exclusively in the State District Court for Dallas, Texas. Customer expressly consents to the jurisdiction of that court, agrees that venue is proper in that court, and expressly waives any objection to the jurisdiction and/or venue of that court. Customer states, acknowledges, and recognizes that the majority of its contacts with SBC Telco are in Dallas and that jurisdiction and venue is proper and accepted by all parties to this Agreement.

18.0 SEVERABILITY

If any provision of this Agreement shall be held invalid or unenforceable for any reason, such invalidity will affect only the portion of the Agreement that is invalid. In all other respects this Agreement will stand as if such invalid or unenforceable provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect. Additionally, the Parties shall endeavor to replace the provision with a valid and enforceable provision acceptable to both Parties which so far as possible achieves the same economic and other benefits for the Parties as the severed provision was intended to achieve.

19.0 ENTIRE AGREEMENT

This Agreement (including all Appendices, Exhibits, and/or Attachments hereto) constitutes the entire agreement between the Parties and supersedes all prior agreements, oral or written representations, statements, negotiations, proposals and undertakings with respect to the subject matter hereof. Except as otherwise provided in this Agreement, no modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties unless made in writing and duly signed by authorized representatives of both Parties.

20.0 HEADINGS

The headings in this Agreement are for convenience and shall not be construed to define or limit any of the terms herein or affect the meanings or interpretation of this Agreement.

21.0 SUSPENSION OF PERFORMANCE; RIGHT TO WITHHOLD; AND OFFSET

- 21.1 Upon notice to Customer, SBC Telco may suspend performance of this Agreement immediately if Customer is in breach of any other agreement between the parties.
- 21.2 If Customer fails to pay when due any monthly charges for Services, any recourse adjustments or any interest or other amounts due to SBC Telco under this Agreement, then in addition to any other rights SBC Telco may have under this Agreement, SBC Telco may refuse to provide any further Billing and Collection Services, directly or indirectly, to Customer, including billing and collection services on Customer Accounts received through an aggregator, affiliate or other agent of Customer. If SBC Telco does accept any Customer accounts for Services while Customer is past due on any amounts owing to SBC Telco, then SBC Telco may deduct the amounts owed from any PAR owed to Customer or its agent on Customer's behalf.
- 21.3 Notwithstanding anything contained herein to the contrary, if the financial condition of the Customer becomes impaired and/or the Customer fails to pay its obligations to SBC Telco as they become due or when services are terminated, the Customer agrees SBC Telco shall be entitled to withhold any funds, which otherwise might be due, or become due to the Customer hereunder, to satisfy any unpaid or potential obligation of the Customer to SBC Telco, including, but not limited to, any amounts due under this Agreement, any access charges due SBC Telco, any amounts due to SBC Telco under applicable tariff, under any other agreement, or otherwise.
- 21.4 Where Customer acts as an agent or aggregator of a Client or any other Third Party and such Client or Third Party has an outstanding balance due to the SBC Telco, the SBC Telco may net any amounts due to the SBC Telco against payments due the Customer, not to exceed the Message revenues associated with such Client or Third Party; provided, however, that such netting will be subject to (i) any charges, offsets, or other claims of Customer against Client, and (ii) any valid claims of third parties having a priority over SBC Telco's claim against the Client, such as an assignment of the Client's receivables of which Customer has received prior notice. Customer shall cooperate with SBC Telco in determining the revenues owing to Client which are subject to netting under this Section. If SBC Telco nets such amounts owed by Client against amounts due to Customer under this Agreement, SBC Telco will assign its claim to such revenues to Customer upon request.

22.0 SUB-CONTRACTING

SBC Telcos shall have full power and authority to enter into contracts with third parties to perform the services to be provided under this Agreement. Upon notice from SBC Telcos, Customer agrees to cooperate with such third parties to the extent reasonably requested by SBC Telcos. Nothing in this paragraph shall relieve SBC Telcos of its obligations under this Agreement.

23.0 WARRANTIES

SBC Telco makes no warranties, expressed or implied, including, but not limited to, warranties with respect to tax procedures applied to billing and the implied warranties of merchantability and fitness for a particular purpose. Customer shall not have the right to make or pass on, and shall take all measures necessary to ensure that neither it nor any of its Agents or employees make or pass on, any such warranties or representations on behalf of the SBC Telcos to any Client, End User, or other Third Party.

24.0 INTELLECTUAL PROPERTY

Except as otherwise expressly provided herein, nothing contained in this Agreement shall be construed as conferring by implication, estoppel, or otherwise any license or right under any patent, trademark, trade name, copyright, or other intellectual property right of either Party.

25.0 OTHER BUSINESS, NO INTEREST CREATED

Nothing in this Agreement shall be deemed to create any interest in favor of SBC Telcos or Customer in the assets, revenues, earnings or otherwise in the business of the other.

26.0 SOFTWARE

SBC Telco or its contractors or agents may develop specifications, drawings, documentation, concepts, methods, techniques, processes, adaptations, and ideas including, but not limited to, software (hereinafter "Software") for the purpose of rendering Services to Customer under this Agreement. Unless otherwise agreed in writing by authorized representatives of the Parties, in advance of the creation of the Software, SBC Telco shall own all right, title, and interest, including copyright, in and to the Software.

27.0 SURVIVABILITY OF OBLIGATIONS

Notwithstanding expiration or termination of this Agreement, the provisions of this Agreement and each Party's obligations hereunder, which by their nature or context are

required or intended to survive, shall survive and remain in full force and effect after such expiration or termination.

28.0 REALIGNMENT OF LOCAL EXCHANGE TELEPHONE FRANCHISES

In the event SBC Telco sells, exchanges, or transfers a local exchange telephone franchise(s) in which SBC Telco provides services under this Agreement, SBC Telco agrees to the following:

- a) To notify the Customer of the sale, exchange, or transfer of a local exchange franchise and the proposed closing date, provided information regarding the sale, exchange, or transfer is not confidential or prohibited by law, regulation, court or regulatory order, or agreement from being disclosed to third parties. If information regarding the sale, exchange, or transfer is confidential, SBC Telco will notify Customer at the earliest reasonable opportunity when such information is no longer confidential and such disclosure is not prohibited by law, regulation, court or regulatory order, or agreement from being disclosed to third parties. If SBC Telco fails to notify Customer, SBC Telco shall not be liable for any loss, cost, expense, damages, or liabilities resulting from failure to notify Customer.
- b) SBC Telco shall have no obligation to perform Services in local exchange telephone franchises that have been sold, exchanged, or transferred to another party.
- c) Subject to the terms of the sale, exchange, or transfer, SBC Telco shall cooperate with Customer on billing and interface issues related to the sale, exchange, or transfer or local exchange telephone franchise(s) as to Services performed under this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

SBC TELCO

SBC Advanced Solutions, Inc. for itself and for
itself and for its affiliates, AADS of Illinois,
Indiana, Michigan, Ohio, and Wisconsin:

(Name of Customer)

(Customer's Address)

(Customer's Telephone Number)

By: _____
(Signature)

Name: James Walsh
(Print)

Title: District Manager - Billing and Collection
Services

Date: 8/28/01

By: _____
(Signature)

Name: Karol Sweitzer
(Print)

Title: VP Finance

Date: 8/23/01

Definitions. As used in this Agreement (including the Appendices, Exhibits, and Attachments hereto), the terms set forth below will have the following respective meanings and will be equally applicable to both the singular and plural forms of the terms defined:

Adjusted Revenue:	The total in a settlement period of Accepted Revenues plus Taxes and Surcharges, less Recoursed Adjustments, less discounts, and Unbillables, and plus Rebills. This is the amount to which the Uncollectible Factor is applied to determine the monthly Allowance for Uncollectibles.
Adjustments:	Adjustments include, but are not limited to, a full or partial refund of specific charges on End User bill.
Anticipated Uncollectibles (Allowance for Uncollectibles):	Anticipated Uncollectibles are estimated amounts representing the portion of the Adjusted Revenue which the SBC Telco expects will ultimately become Realized Uncollectibles, as determined by applying the Uncollectible Factor.
Bill Date:	The date of the SBC Telco End User Bill or the date of the Statement of Amount Due SBC Telco, whichever applies.
Bill Message:	A communication containing promotional, informational, or legally required messages that are acceptable to SBC Telco and printed in the Customer's portion of the End User Bill.
Bill Processing:	The processing of B&C Customer messages and the preparation and mailing of statements to End Users on behalf of the B&C Customer.
Bill Rendering:	The preparation and mailing to an End User statements of amounts due.
Billed Revenues:	The total amount of Customer charges inclusive of Taxes and Surcharges, which are billed to SBC Telco End User accounts during a specific period.
Billing and Collection	Charges which make up the Amount Due SBC

Appendix 1
Glossary

Services Charges:	Telco for Billing and Collection Services provided to Customer under contract or applicable tariffs.
Business Day(s):	Any day of the week other than Saturday, Sunday, or a Holiday.
Client:	A service company that has contracted with a Clearinghouse to be its billing agent. The "Client" is the Clearinghouse's customer. The Client may be the provider of the services being billed, or may be acting as a clearinghouse agent for other services providers.
Clearinghouse:	A billing aggregator which processes its Clients' Messages with unique identification numbers called "Sub-CICs", which are assigned by the Clearinghouse.
Connect:Direct/NDM:	A communications protocol product of Sterling Corporation which is used to electronically transmit data files between SBC Telcos and Customer.
Customer:	Customer, for the purposes of this contract, means the purchaser of SBC Telco Billing and Collections Services. Customer Message: The individual call detail including Customer's charges to the End User.
Data Set:	The file containing End User messages which is transmitted by Customer to the SBC Telco for billing.
Data Transmission:	The process of sending standard format call detail or records from one location to another using standard transmission software programs, such as Connect:Direct/NDM software, or in the alternative, the transfer of Customer message detail to the SBC Telco by magnetic tape.
Date Created:	A six-position numeric field in the EMI header record that identifies the date a pack or Data Set was created by Customer.
Denial of Service:	Consists of denying an End User's access to the

Appendix 1
Glossary

network or portions of the network in cases of insufficient payment.

EMI:	Exchange Message Interface, the industry standard format for the exchange of message data between carriers.
End User(s):	The End User is a SBC Telco customer for local exchange service, exclusive of resellers of local exchange service. End User shall also include those entities pursuant to this Agreement that are using Customer's services to provide service to, or reselling Customer's services to others.
End User Bill(s):	The billing media used to convey to End Users the charges for telephone services of SBC Telco as well as for Customer, and other Entities for which SBC Telco provides billing and collection services.
Final Bill:	A bill rendered to an End User for outstanding amounts following disconnection of all associated services.
Final True-Up:	Settlement, between the SBC Telco and Customer, of Recoursed Adjustments and Uncollectible Bad Debt following the end of SBC Telco provision of Billing and Collection Services to Customer.
Inquiries:	The communications, either written or oral, to the SBC Telcos concerning End User billing.
Inquiry Services:	The answering of End User questions, either written or oral, concerning disputed charges and billed amounts, including explaining charges and credits, investigating claims, and adjusting charges.
LEC:	Local Exchange Carrier, which is the local telephone company that renders the bill to the End User.
Message:	"Message" or "Messages" means all EMI formatted records forwarded by Customer to the SBC Telco for bill processing which contain billing information such as service details, charges,

Appendix 1
Glossary

	mechanized credits, and adjustments.
Message Processing Charge:	A rate charged by the SBC Telco for each Customer message accepted and billed.
Netting:	The amount due the Customer minus the amount due SBC Telco.
Pack:	A term used to describe a group of invoices or messages, separated by header and trailer records that the Customer submits to the SBC Telco.
Page:	One side of the sheet of paper upon which the End User Bill is printed, or if the sheet is folded and printed as a folio, one of the four resulting pages.
PAR:	Purchase of Accounts Receivable
Payment and Processing:	The process by which payments are received and applied to Remittance the End User's balance due for services provided by Customer.
Pay-Per-Call Services:	Any service in which any person provides audio information, audio entertainment or the provision of a product; the charges which are assessed on the basis of the completion of the call, for which the caller pays a per-call or per-time interval charge.
Pre-subscribed:	An End User has selected Customer or another carrier as its primary interexchange carrier for the purpose of providing intraLATA and/or interLATA, telecommunications services.
Purchase of Accounts Receivable (PAR):	The monthly purchase by SBC Telco of Customer's End User receivables that include confirmed revenues, Unbillables, Uncollectibles, Taxes, and Adjustments.
Purchase of Accounts Receivable (PAR) Statement:	The statement which the SBC Telco provides monthly to Customer as identification of the Net Purchase Amount Due Customer for the Purchase of Accounts Receivable, which is supported by all associated back up detail reports.

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Glossary

Rebill(s) or Rebilling:	Rebills are End User messages which the SBC Telco bills back to the same or a different End User account after investigation determines the proper End User account the messages belong to.
Recoursed Adjustments:	Recoursed Adjustments are amounts that the SBC Telco removes from End User balances and charges back to Customer via a deduction on the Purchase of Accounts Receivable Statement. They may be initiated by Customer, the SBC Telco or by the End User and include, but are not limited to, adjustments made to End User Bills to correct charges on current or prior bills; amounts removed from End User balances at the direction of Customer; amounts removed from the End User balances by SBC Telco to comply with legal or regulatory requirements.
Recoveries:	Moneys received in payment of an outstanding balance of Realized Uncollectibles.
Revenue Account Office (RAO):	A standard designation of a local phone company. May be used in conjunction with EMI to identify the specific phone company who sent or shall receive such transactions. A large company may have multiple data centers or divisions within the company with different RAOs.
SBC Telco:	The SBC Telephone Companies as defined in the Principal Agreement, which are the Parties performing Services for Customer under this Agreement.
Text Phrase:	A communication of a non-promotional nature from Customer to End Users which clarifies or explains charges appearing in the Customer's portion of the End User Bill.
Time and Cost (T&C) Estimate:	An estimation of the number of hours, expense and implementation date necessary to complete a project requested by Customer.

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Glossary

Toll Master File Maintenance:	Maintaining a file of unbilled message details in line number order or account sequence. Maintaining message details with an account in a predetermined sequence. Toll Master File Maintenance takes Service Order (guide) activity into account, and new installs, finals, and telephone number changes will cause rearrangements of the master file sequence. Additional information is also maintained to identify unique services/options to which the billing account subscribes.
Treatment:	The various activities involved in obtaining payment from an End User whose account is in arrears. May include but is not limited to letters, phone calls, and collection agency involvement.
True-Up:	The process of comparing Realized Uncollectibles to an amount withheld as Anticipated Uncollectibles for a certain time period. The difference is either due Customer (over-withholding) or the SBC Telco (under-withholding).
Unbillables:	Consists of messages that have been sent to the SBC Telco for processing that the SBC Telco cannot bill for various reasons including but not limited to messages that cannot be associated with a billing account. Invoice errors cause the entire invoice to error. Message Ready Billing usage will error on a message by message basis.
Uncollectible Bad Debt Allowance:	An amount applied to the accounts receivable to recognize potential End User revenue losses on final accounts resulting from failure of the End User to pay legally earned service revenues.
Uncollectible Factor:	The percentage applied to Adjusted Revenues to determine the Anticipated Uncollectibles for a given timeframe.

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Glossary

Uncollectibles:

Amounts lawfully billed to End Users by the SBC Telco, which, after standard intervals and application of standard collection procedures, the SBC Telco determines are impracticable of collection and are written off as bad debt on final accounts.

Appendix 2
Addresses for Notices and Demands

The initial addresses for notices under Section 15, Notices and Demands, of the Principal Agreement are set forth below. The Parties shall promptly notify each other of any changes in the addresses or titles to whom notices are required to be sent under Section 15, and shall prepare an amended Appendix 2 to reflect such changes.

To Customer:

Copies of all notices from Customer to SBC Telco shall be sent as specified above to:

Industry Markets
4 Bell Plaza
Floor 20
Dallas, TX 75202

ATTN: Director - Billing and Collections

With a copy to:

Legal - Southwestern Bell Telephone Company
1 Bell Plaza
Floor 30
Dallas, TX 75202

ATTN: Senior Counsel (B&C)

ORIGINAL

BILLING NAME AND ADDRESS ("BNA") AGREEMENT

This Agreement is made and entered into this 12th day of December, 2000, by and between SAGE TELECOM, INC. ("Sage") and VAR TEC TELECOM ("Var Tec").

WHEREAS, Sage provides Billing Name and Address ("BNA") information to providers of telecommunications services;

WHEREAS, Var Tec desires to obtain BNA from Sage;

WHEREAS, Sage desires to provide Var Tec with BNA;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. DEFINITION OF BNA

For the purpose of this Agreement, BNA shall be defined as the complete billing name, street address, city or town, state and zip code of the Sage customer associated in Sage's records with a telephone number assigned by Sage.

2. TERM AND TERMINATION

This Agreement shall be effective as of the date first stated above and shall continue in effect thereafter for a term of one (1) year ("Initial Term"). Following the Initial Term, the Agreement shall automatically renew for additional one (1) year terms unless either party elects to terminate this Agreement by providing ninety (90) days prior written notice to the other party. Notwithstanding anything in this Agreement to the contrary, the rights and obligations of the parties which by their nature continue beyond the term of this Agreement shall survive expiration of termination of this Agreement.

3. SAGE OBLIGATIONS

3.1 Upon receipt of a request from Var Tec, in the form of e-mail or diskettes in Excel format of end user telephone numbers, Sage will reply by providing the requested BNA information on e-mail, fax or diskettes with the BNA in Excel format and by sending such e-mail, fax or diskettes to Var Tec within fifteen (15) business days of Sage's receipt of Var Tec's request for the BNA.

In the event Sage fails to send BNA to Var Tec within fifteen (15) business days of Sage's receipt of Var Tec's request for BNA, Var Tec may implement blocks on the Sage end users for which Sage fails to send BNA to Var Tec, thus effectively blocking such end users from being able to access Var Tec's network for 1+ originating, 10XXX and ANI based originating calls. The call block shall not block 1-800, terminating or like calls.

3.2 Sage will specify the format in which e-mail or diskettes are to be formatted.

3.3 The BNA information will be provided for listed and published billing numbers to the extent a billing name and address exists in Sage's database. Requests for BNA information associated with nonpublished and unlisted telephone numbers will be provided, unless the subscriber to a nonpublished or unlisted telephone number has affirmatively requested its BNA not be disclosed.

EXHIBIT

B

- 3.4 Sage will provide Var Tec the most current BNA information resident in its database. Due to end user account activity, there may be instances where the BNA information provided to Var Tec is not the BNA that was applicable at the time Var Tec originated its request for BNA.
- 3.5 Sage will use reasonable efforts to provide accurate and complete BNA information. Sage makes no warranties, express or implied, as to the accuracy or completeness of the BNA information provided.

4 VAR TEC OBLICATIONS

- 4.1 Var Tec's request for BNA information shall be in accordance with FCC Rules and Regulations. Var Tec may use the BNA information in order to bill the Sage customers directly for Var Tec services where the Sage customer placed the following types of calls: 1+, 10XXX, collect, or third party interstate calls.
- 4.2 Var Tec will order BNA from Sage on a mechanized or manual basis using the format specified by Sage.
- 4.3 With each order to BNA, Var Tec will identify the authorized Var Tec representative and address to receive the BNA information.
- 4.4 Var Tec shall regard the BNA received from Sage as Sage Confidential Information and make the data available only to those Var Tec personnel or agents with a need to know. Var Tec will not disclose, release, make available, or divulge in any manner whatsoever any Confidential Information provided pursuant to this Agreement, except as is required to implement the terms of this Agreement or as required by law or regulatory action.
- 4.5 Var Tec shall not publicize or represent to others that Sage jointly participates with Var Tec in the development of Var Tec's end user records, accounts, databases, or market data, records, files, and databases or other systems it assembles through the use of Sage-provided BNA.
- 4.6 Var Tec will not further sub-license, lease, resell, or otherwise provide to any other person or entity the BNA provided by Sage under this Agreement.

5. PAYMENT BY VAR TEC

Var Tec agrees to pay Sage at the following rates:

Service Establishment Charge,
For initial establishment of
BNA service on a mechanized
Or paper basis:

Charge Per Batch (If Applicable)

Charge for each BNA request per WTN

6. ASSIGNMENT

Any assignment to a non-affiliated entity by either party of any right, obligation or duty, in whole or in part, or of any interest hereunder, without the written consent of the other party shall be void. All obligations and duties of any party under this Agreement shall be binding on all successors in interest and permitted assigns of such party.

SAGE TELECOM, INC.

By: Gary P. Nuttall

Printed Name: Gary P. Nuttall

Title: Vice President, Chief Technical Officer

Date: 12/19/00

VAR TEC TELECOM

By: Sandy Holcomb

Printed Name: Sandy Holcomb

Title: Senior Manager, PIC/BNA

Date: December 12, 2000

ORIGINAL

BILLING NAME AND ADDRESS ("BNA") AGREEMENT

This Agreement is made and entered into this 24th day of March, 2000, by and between SAGE TELECOM, INC. ("Sage") and TRANSACTION NETWORKS, INC. ("TNI").

WHEREAS, Sage provides Billing Name and Address ("BNA") information to providers of telecommunications services;

WHEREAS, TNI desires to obtain BNA from Sage;

WHEREAS, Sage desires to provide TNI with BNA;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. DEFINITION OF BNA

For the purpose of this Agreement, BNA shall be defined as the complete billing name, street address, city or town, state and zip code of the Sage customer associated in Sage's records with a telephone number assigned by Sage.

2. TERM AND TERMINATION

This Agreement shall be effective as of the date first stated above and shall continue in effect thereafter for a term of one (1) year ("Initial Term"). Following the Initial Term, the Agreement shall automatically renew for additional one (1) year terms unless either party elects to terminate this Agreement by providing ninety (90) days prior written notice to the other party. Notwithstanding anything in this Agreement to the contrary, the rights and obligations of the parties which by their nature continue beyond the term of this Agreement shall survive expiration of termination of this Agreement.

3. SAGE OBLIGATIONS

3.1 Upon receipt of a request from TNI, in the form of e-mail or diskettes in Excel format of end user telephone numbers, Sage will reply by providing the requested BNA information on e-mail, fax or diskettes with the BNA in Excel format and by sending TNI's request for the BNA.

In the event Sage fails to send BNA to TNI within fifteen (15) business days of Sage's receipt of TNI's request for BNA, TNI may implement blocks on the Sage end users for which the Sage fails to send BNA to TNI, thus effectively blocking such end users from being able to access TNI's network for 1+ originating, 10XXX and ANI based originating calls. The call block shall not block 1-800, terminating or like calls.

3.2 Sage will specify the format in which e-mail or diskettes are to be formatted.

3.3 The BNA information will be provided for listed and published billing numbers to the extent a billing name and address exists in Sage's database. Requests for BNA information associated with nonpublished and unlisted telephone numbers will be provided, unless the subscriber to a nonpublished or unlisted telephone number has affirmatively requested its BNA not be disclosed.

- 3.4 Sage will provide TNI the most current BNA information resident in its database. Due to end user account activity, there may be instances where the BNA information provided to TNI is not the BNA that was applicable at the time TNI originated its request for BNA.
- 3.5 Sage will use reasonable efforts to provide accurate and complete BNA information. Sage makes no warranties, express or implied, as to the accuracy or completeness of the BNA information provided.

4 TNI OBLIGATIONS

- 4.1 TNI's request for BNA information shall be in accordance with FCC Rules and Regulations. TNI may use the BNA information in order to bill the Sage customers directly for TNI services where the Sage customer placed the following types of calls: 1-800-10XXXX, collect, or third party interstate calls.
- 4.2 TNI will order BNA from Sage on a mechanized or manual basis using the format specified by Sage.
- 4.3 With each order to BNA, TNI will identify the authorized TNI representative and address to receive the BNA information.
- 4.4 TNI shall regard the BNA received from Sage as Sage Confidential Information and make the data available only to those TNI personnel or agents with a need to know. TNI will not disclose, release, make available, or divulge in any manner whatsoever any Confidential Information provided pursuant to this Agreement, except as is required to implement the terms of this Agreement or as required by law or regulatory action.
- 4.5 TNI shall not publicize or represent to others that Sage jointly participates with TNI in the development of TNI's end user records, accounts, databases, or market data, records, files, and databases or other systems it assembles through the use of Sage-provided BNA.
- 4.6 TNI will not further sub-license, lease, resell, or otherwise provide to any other person or entity the BNA provided by Sage under this Agreement.

5. PAYMENT BY TNI

TNI agrees to pay Sage at the following rates:

Service Establishment Charge,
For initial establishment of
BNA service on a mechanized
Or paper basis:

Charge Per Batch (If Applicable)

Charge for each BNA request per WTN

6. ASSIGNMENT

Any assignment to a non-affiliated entity by either party of any right, obligation or duty, in whole or in part, or of any interest hereunder, without the written consent of the other party shall be void. All obligations and duties of any party under this Agreement shall be binding on all successors in interest and permitted assigns of such party.

SAGE TELECOM, Inc.

By: Gary P. Nuttall

Printed Name: Gary P. Nuttall

Title: Vice President, Chief Technical Officer

Date: 3/30/00

TRANSACTION NETWORKS, INC.

By: E.T. Finnigan

Printed Name: E.T. Finnigan

Title: President

Date: 3-24-00

BILLING NAME AND ADDRESS ("BNA") AGREEMENT

This Agreement is made and entered into this 1st day of April, 2000, by and between SAGE TELECOM, INC. ("Sage") and MCI WORLD.COM Communications, Inc. ("MCI WorldCom").

WHEREAS, Sage provides Billing Name and Address information ("BNA") to providers of telecommunications services;

WHEREAS, MCI WorldCom desires to obtain BNA from Sage;

WHEREAS, Sage desires to provide MCI WorldCom with BNA;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. DEFINITION OF BNA

For the purpose of this Agreement, BNA shall be defined as the complete billing name, street address, city or town, state and zip code of the Sage customer associated in Sage's records with a telephone number assigned by Sage.

2. TERM AND TERMINATION

This Agreement shall be effective as of April 1, 2000 and shall continue in effect thereafter for a term of one (1) year ("Initial Term"). Following the Initial Term, the Agreement shall continue on a month-to-month basis unless terminated with ninety (90) days prior written notice to the other party. Notwithstanding anything in this Agreement to the contrary, the rights and obligations of the parties which by their nature continue beyond the term of this Agreement shall survive expiration or termination of this Agreement.

3. SAGE OBLIGATIONS

3.1 Upon receipt of a request from MCI WorldCom, in the form of e-mail or diskettes in Excel format of end user telephone numbers, Sage will reply by providing the requested BNA information on e-mail, fax or diskettes with the BNA in Excel format and by sending such e-mail, fax or diskettes to MCI WorldCom within fifteen (15) business days of Sage's receipt of MCI WorldCom's request for the BNA.

In the event Sage fails to send BNA to MCI WorldCom within fifteen (15) business days of Sage's receipt of MCI WorldCom's request for BNA, MCI WorldCom may implement blocks on the Sage end users for which Sage fails to send BNA to MCI WorldCom, thus effectively blocking such end users from being able to access MCI WorldCom's network for the following types of toll calls: 1+, 10XXX, 0+, 0-, collect, or third party interstate calls.

3.2 Sage will specify the format in which e-mail or diskettes are to be formatted.

3.3 The BNA information will be provided for listed and published billing numbers to the extent a billing name and address exists in the Sage's database.

3.4 Sage will provide MCI WorldCom the most current BNA information resident in its database. Due to end user account activity, there may be instances where the BNA information provided to MCI WorldCom is not the BNA that was applicable at the time MCI WorldCom originated its request for BNA.

- 3.5 Sage will use reasonable efforts to provide accurate and complete BNA information. Sage makes no warranties, express or implied, as to the accuracy or completeness of the BNA information provided.

4 MCI WorldCom OBLIGATIONS

- 4.1 MCI WorldCom's request for BNA information shall be in accordance with FCC Rules and Regulations. MCI WorldCom may use the BNA information in order to bill the Sage customers directly for MCI WorldCom services where the Sage customer placed the following types of toll calls: 1+, 10XXX, 0+, 0-, collect, or third party interstate calls.
- 4.2 MCI WorldCom will order BNA from Sage on a mechanized or manual basis using the format specified by Sage.
- 4.3 With each order for BNA, MCI WorldCom will identify the authorized MCI WorldCom representative and address to receive the BNA information.
- 4.4 MCI WorldCom shall regard the BNA received from Sage as Sage Confidential Information and make the data available only to those MCI WorldCom personnel or agents with a need to know. MCI WorldCom will not disclose, release, make available, or divulge in any manner whatsoever any Confidential Information provided pursuant to this Agreement, except as is required to implement the terms of this Agreement, to comply with a specific request of an end user, or as required by law or regulatory action.
- 4.5 MCI WorldCom shall not publicize or represent to others that Sage jointly participates with MCI WorldCom in the development of MCI WorldCom's end user records, accounts, databases, or market data, records, files, and databases or other systems it assembles through the use of Sage-provided BNA.
- 4.6 MCI WorldCom will not further sub-license, lease, resell, or otherwise provide to any other person or entity the BNA provided by Sage under this Agreement.

5. PAYMENT BY MCI WorldCom

MCI WorldCom agrees to pay Sage at the following rates:

Service Establishment Charge,
For initial establishment of
BNA service on a mechanized
Or paper basis:

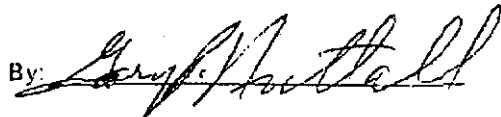
Charge Per Batch (If Applicable)

Charge for each BNA request per WTN

6. ASSIGNMENT

Any assignment to a non-affiliated entity by either party of any right, obligation or duty, in whole or in part, or of any interest hereunder, without the written consent of the other party shall be void. All obligations and duties of any party under this Agreement shall be binding on all successors in interest and permitted assigns of such party.

SAGE TELECOM, INC.

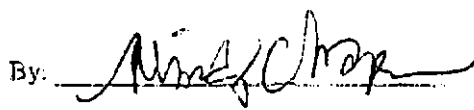
By: 

Printed
Name: Gary Nuttall

Title: Vice President, Chief Technical Officer

Date: 4/5/00

MCI WORLD COM
COMMUNICATIONS INC.

By: 

Printed
Name: Mindy Chapman

Title: Senior Manager

Date: 4/6/00

BNA QUESTIONNAIRE

LEC NAME: Sage Telecom, Inc.
LEC ID/OCN: 8767

This questionnaire is designed to provide MCI WorldCom with essential information needed to establish end user billing name and address (BNA) with your company. Your prompt response is appreciated.

1. Which method would you prefer BNA requests be sent to you?

Fax _____ E-Mail X _____ Diskette _____ US Mail _____

2. Response mode for BNA information

Fax _____ E-Mail X _____ Diskette _____ US Mail _____

3. BNA Contact Information

Name Norlene Duke, Manager, Industry Affairs
Address 805 Central Expressway South, Suite 100
City Allen State Texas
Zip 75013-2789
Phone (214)495-4779
Fax (214)495-4790
E-Mail nduke@sagetelecom.net

4. Charges for BNA

Cost Per Batch \$50.94
Cost Per ANI \$0.33
Establish Fee (If any) -0-

5. NECA Tariff

YES _____

NO _____

BILLING NAME AND ADDRESS INFORMATION AGREEMENT

This Billing Name and Address Information Agreement (the "Agreement") is made this ____ day of _____, 2000 ("Effective Date") by Sprint United Management Co. ("Sprint"), a Kansas corporation, whose principal address and telephone number is 2330 Shawnee Mission Parkway, Westwood, Kansas 66205, (913)624-3000 and Sage Telecom, Inc. ("Sage") a Texas Corporation, whose principal address and telephone number is 805 Central Expressway South, Suite 100, Allen, Texas 75013-2789, (214)495-4700.

RECITALS

Sage provides, among other things, billing name and address information ("BNA") to providers and billing agents of telecommunications services; and

Sage desires to sell to Sprint and Sprint desires to purchase from Sage, BNA for the billing and collection of charges for services provided by Sprint to Sage's residential and business customers (the "End Users").

AGREEMENT

The parties, intending to be legally bound, agree as follows:

SECTION 1. DEFINITIONS.

As used in this Agreement, certain terms have the meanings set forth in Exhibit "A", unless the context requires otherwise.

SECTION 2. SCOPE OF AGREEMENT.

Sprint will purchase from Sage and Sage will provide, subject to the terms and conditions set forth herein, the services described in Section 4.

SECTION 3. AFFILIATE TRANSACTIONS.

Sprint Affiliates. Any Sprint Affiliate may issue an Order under this Agreement. The term "Sprint Affiliate" means:

- (a) Any entity, directly or indirectly, Controlling, Controlled by or under common Control with Sprint;
- (b) Any entity that is authorized to sell telecommunication products or services under the "Sprint" or "Sprint PCS" brand name or any successor brand name(s); or
- (c) Any entity to which any Sprint Affiliate is required by law, regulation or contract to make available any of the Equipment.

The term "Control" means (i) the power to vote fifteen percent (15%) or more of the voting interests of an entity or (ii) ownership of a fifteen percent (15%) or more of the beneficial interests in income or capital of an entity.

Contractual Liability. All references to Sprint in this Agreement refer equally to Sprint or the Sprint Affiliate executing a particular Order. Sprint and the Sprint Affiliate will be liable for any obligation or liability to Sage.

SECTION 4. BNA SERVICES.

(a) Sprint will submit requests for BNA to Sage. Within ten (10) Business Days of receipt of Sprint's request, Sage will provide the requested BNA to Sprint's authorized representative. Sprint's request for BNA and Sage's BNA response will be sent in Excel format, via electronic mail, 3.5" Diskette(s), or Internet.

(b) The BNA information will be provided for listed and published billing numbers to the extent a billing name and address exists in Sage's database. Requests for BNA information associated with nonpublished and unlisted telephone numbers will be provided, unless the subscriber to a nonpublished or unlisted telephone number has affirmatively requested its BNA not be disclosed. Sage will provide Sprint the most current BNA information resident in its database. Due to end user account activity, there may be instances where the BNA information provided to Sprint is not the BNA that was applicable at the time Sprint originated its request for BNA. Sage will use best efforts to provide accurate and complete BNA. Sage makes no warranty, expressed or implied, as to the accuracy or completeness of the BNA information provided.

(c) Sprint's request for BNA will be in accordance with Federal Communication Commission rules and regulations.

(d) Sage's BNA response will include the following information:

- (i) End User Name
- (ii) Street Address
- (iii) City, State, Zip Code

(e) BNA requests and responses will be sent and received by the following:

- Sprint will send its request for BNA to:
Sage Telecom, Inc.
805 Central Expressway South, Suite 100
Allen, Texas 75013-2789
Attn: Norlene Duke
E-Mail: nduke@sagetelecom.net
- Sage will send BNA to:
Sprint
903 East 104th Street
Kansas City, Missouri 64131
Attn: Angela Souders
Mailstop: MOKCMWD501
E-Mail:

Angela.Souders@openmail.mail.sprint.com

(f) Sprint will purchase BNA on a monthly, per record basis by request at the rates set forth in Exhibit "B" attached hereto.

(g) Sprint will not further sub-license, lease, resell or provide BNA to any other person or entity.

(h) Sprint is obligated to pay for all BNA requests as described in Section 7.

SECTION 5. TERM.

The initial term of this Agreement will begin on the Effective Date and will continue for one (1) year ("Initial Term") unless terminated in accordance with the terms of this Agreement. Following the Initial Term, this Agreement will renew automatically for successive periods of one (1) year ("Renewal Term") unless terminated by written notice of non-renewal from either party delivered at least ninety (90) days prior to the scheduled expiration date. The Initial Term and Renewal Terms will constitute the "Term." Notwithstanding anything in this Agreement to the contrary, the rights and obligations of the parties which by their nature continue beyond the term of this Agreement shall survive expiration of termination of this Agreement.

SECTION 6. COMPLIANCE WITH LAWS.

During the term of this Agreement, Sprint and Sage agree to comply with all applicable laws and regulations in the performance of this Agreement.

SECTION 7. COMPENSATION FOR BNA.

In consideration for the provision of BNA by Sage to Sprint, Sprint agrees to pay Sage according to the rates and terms set forth in Exhibit "B". Sprint will be obligated to pay for BNA requests once a BNA report is received in the agreed format. Sage will invoice Sprint monthly and Sprint will pay invoices within forty-five (45) days of receipt.

SECTION 8. PROTECTION OF CONFIDENTIAL INFORMATION.

"Confidential Information" will mean (a) proprietary information, (b) information marked or designated by either party, in good faith, as confidential, (c) information otherwise disclosed in a manner consistent with its confidential nature, (d) the terms and conditions of this Agreement, (e) all billing information, including BNA, and (f) information of one party submitted to a second party, whether or not in written form and whether or not designated as confidential, that is known or should reasonably be known by the other party as being treated as confidential. The parties acknowledge that, as a result of the provision of services pursuant to this Agreement, Confidential Information that may be confidential or proprietary to each party may be disclosed to the other. Each party agrees that it will make no disclosure of Confidential Information without the prior written consent of the other party. Additionally, each party will restrict disclosure of such information to its own employees, agents or independent contractors to whom disclosure is reasonably required. All employees, agents or independent contractors will use reasonable care, but not less care than they use with respect to their own information of like character, to prevent disclosure of any Confidential Information. Nothing contained in this Agreement will be considered as granting or conferring rights by license or otherwise in any Confidential Information disclosed.

SECTION 9. EXCUSED PERFORMANCE.

Both parties will be excused from performance, and will have no liability for failure to perform, for any period and to the extent that it is prevented, hindered or delayed from performing any services or other obligations under this Agreement, in whole or in part, as a result of acts, omissions or events beyond the reasonable control of either party. If either party seeks to be excused from performance, it must notify the other within two (2) days of the event. If performance is stopped for more than three (3) days, the other party may terminate the Agreement.

SECTION 10. LIMITATION OF LIABILITY AND INDEMNITY.

(a) Each party's liability for any damages suffered by the other party, whether in contract, in tort, under any warranty theory, in negligence, or otherwise will be limited to direct damages. Neither Sage nor Sprint will be liable for any special or consequential damages of the other party, including lost profits. This limitation will not apply to indemnity claims.

(b) Each party must defend, indemnify, and hold harmless the other and its affiliates, officers, directors, agents, or employees thereof, from and against any fine, penalty, claim, encumbrance, demand, or liability (including any related losses, reasonable costs, expenses and attorneys' fees) arising out of or resulting from any breach of this Agreement, or any claim, loss, or damage arising from the negligence of one party that results in a claim against the other, or a claim for patent, copyright or trademark infringement.

SECTION 11. TERMINATION.

(a) Sage may terminate this Agreement prior to its expiration on the occurrence of any of the following events, each of which will constitute a default under this Agreement: (i) the failure of Sprint to pay any undisputed sum due hereunder for BNA after notice, and a thirty (30) day cure period, (ii) Sprint's material breach of any obligation under this Agreement or any act which violates any of the confidentiality provisions of this Agreement or any other material default by Sprint which has not been cured within thirty (30) days of written notice of such default by Sage to Sprint; or (iii) if Sprint ceases to do business or becomes insolvent, or is unable to pay its debts as they mature, or admits in writing its inability to pay its debts as they mature, or files or commences or has filed or has commenced against it any proceeding for any relief under bankruptcy or insolvency laws or any laws relating to relief of debtors, or if a receiver or a trustee is appointed for Sprint and such action is not dismissed within thirty (30) days.

(b) Sprint may terminate this Agreement prior to its expiration on the occurrence of any of the following events, each of which will constitute a default under this Agreement: (i) Sage's material breach of any obligation under this Agreement or any act which violates any of the confidentiality provisions of this Agreement, or any other material default by Sage which has not been cured within thirty (30) days of written notice of such default by Sprint to Sage; or (ii) if Sage ceases to do business or becomes insolvent, or is unable to

pay its debts as they mature, or admits in writing its inability to pay its debts as they mature, or files or commences or has filed or has commenced against it any proceeding for any relief under bankruptcy or insolvency laws or any laws relating to relief of debtors, or if a receiver or a trustee is appointed for Sage and not dismissed within thirty (30) days.

(c) Except as otherwise provided herein, expiration or termination of this Agreement will terminate all further rights and obligations of the parties hereunder, provided that:

(i) Neither party will be relieved of its respective obligations to pay any sums of money due or to become due or payable or accrued under this Agreement; and

(ii) The provisions of this Agreement and each party's obligations hereunder which by their nature or context are required or intended to survive will survive and remain in full force and effect after the expiration or termination of this Agreement.

SECTION 12. ASSIGNMENT.

(a) A party may not assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, provided, however, a Party may assign this agreement, or any portion thereof, without consent to any entity which controls, is controlled by or is under common control with the assigning party. Any such assignment shall not, in any way, affect or limit the rights and obligations of the Parties under the terms of this Agreement.

(b) Generally: All rights, obligations, duties and interests of any party under this Agreement will inure to the benefit of and be binding on all successors in interest and assigns of such party and will survive any acquisition, merger, reorganization or other business combination to which it is a party.

SECTION 13. NOTICES AND DEMANDS.

Except as otherwise provided in this Agreement, all notices, demands and requests given by any party to the other party will be in writing and be deemed to have been duly given on the date: (i) delivered in person, and for which a receipt for such delivery will be obtained; (ii) of the return receipt for those sent postage prepaid in the United States mail via Certified Mail, Return Receipt Requested, (iii) three (3) Business Days after being mailed by regular mail; (iv) received from a national overnight delivery service; or (v) sent by facsimile transmission to the

recipient's facsimile machine, provided that the receiving machine delivers confirmation to the sender and receipt is verified by telephone, with an extra copy immediately following by first-class mail. The following addresses must be used for the respective forms of notice and may be changed by giving written notice.

If to Sage:

Sage Telecom, Inc.
Attention: Norlene Duke
805 Central Expressway South, Suite 100
Allen, Texas 75013-2789

Telephone: 214-495-4700

Fax: 214-495-4799

If to Sprint:

Sprint Communications Company L.P.
Attention: Director-Billing Services Contracts
Kansas City Billing Services
903 East 104th Street, 5th Floor
Kansas City, Missouri 64131

Telephone: _____

Fax: _____

With a Copy to: Vice President-Law, GB&T, 8140
Ward Parkway, 5th Floor, Kansas City, Missouri
64114.

SECTION 14. NO THIRD-PARTY BENEFICIARIES.

This Agreement will not provide any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, cause of action or other right.

SECTION 15. GOVERNING LAW.

This Agreement will be governed and construed in accordance with the laws of the State of Texas.

SECTION 16. ENTIRE AGREEMENT.

This Agreement, including all exhibits and attachments, each of which is incorporated herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, understandings or agreements, whether oral or written, relating to the subject matter of this Agreement.

SECTION 17. AMENDMENTS; WAIVERS.

This Agreement (or any part thereof, including its incorporated exhibits) may be modified or additional provisions may be added by written agreement

signed by an authorized representative of the parties. No modification, amendment or waiver of any provision of this Agreement, including its incorporated exhibits, and no consent to any default under this Agreement, will be effective unless the same is in writing and signed by both parties.

SECTION 18. SEVERABILITY.

The unenforceability for any reason of any provision of this Agreement, or any document or instrument required or referred to hereunder, will not in any way affect or impair the enforceability of the remaining provisions of this Agreement or any document or instrument required or referred to hereunder.

SECTION 19. EXECUTION IN COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but such counterparts will together constitute but one and the same document. Facsimile copies of this Agreement are given the dignity of original documents.

SECTION 20. HEADINGS.

The headings in this Agreement are for convenience only and will not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

SECTION 21: DISPUTE RESOLUTION, FORUM SELECTION, AND JURY WAIVER

1. **Forum Selection.** Any court proceeding brought by Sprint against Sage must be brought, as appropriate, in Texas District Court located in Collin County Texas, or in the United States District Court for the Northern District of Texas in Dallas, Texas. Each party agrees to personal jurisdiction in either court.

Any court proceeding brought by Sage against Sprint must be brought, as appropriate, in Kansas District Court located in Johnson County Kansas, or in the United States District Court of the District of Kansas in Kansas City, Kansas. Each party agrees to personal jurisdiction in either court.

2. **Waiver of Jury Trial.** EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING AMONG THE PARTIES UNDER THIS AGREEMENT WHETHER MADE BY CLAIM, COUNTER-CLAIM, THIRD PARTY CLAIM OR OTHERWISE.

If for any reason the jury waiver is held unenforceable, the parties agree to binding arbitration for any dispute arising out of this Agreement or any claim arising under any federal, state or local statutes, laws or regulations, under the


applicable commercial rules of the American Arbitration Association and 9 U.S.C. § 1, et. seq. Any arbitration will be held in the Dallas, Texas metropolitan area and be subject to the Governing Law provision of this Agreement. Discovery in the arbitration will be governed by the Local Rules applicable in the United States District Court for the Northern District of Texas.

The agreement of each party to waive its right to a jury trial will be binding on its successors and assigns and will survive the termination of this Agreement.

3.

3. **Attorney's Fees.** The prevailing party in any formal dispute will be entitled to reasonable attorney's fees and costs, including reasonable expert fees and costs. If the prevailing party rejected a written settlement offer that exceeds the prevailing party's recovery, the offering party will be entitled to its reasonable attorney's fees and costs.

SAGE TELECOM, INC.

By: 
Name: Gary P. Nuttall
Title: Vice President and Chief Technical Officer
Date: 11/09/00

SPRINT UNITED MANAGEMENT CO.:

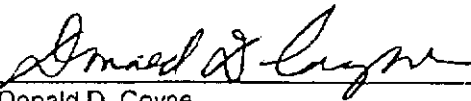
By: 
Name: Donald D. Coyne
Title: Contract Manager
Date: 11-14-00

EXHIBIT "A"
DEFINITIONS

Business Day: A day other than Saturday and Sunday or a legal holiday on which commercial banks are open in the State of Texas.

BNA – "Billing Name and Address": the name and address provided to a local exchange company by each of its customers to which the local exchange company direct bills for its services.

End User: A natural person, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental agency or instrumentality, or other entity that purchases, acquires, subscribes to or uses communications products or services.

EXHIBIT B
PRICING

Sprint agrees to pay Sage the following rates:

Per Request:

Per Working Telephone Number Within an Individual Request
(Subscriber Line):
Charge for each BNA request per telephone number*

Plus any fee, cost or tax assessed on the service

*This charge will apply for each successful telephone number searched and submitted to Sprint.

Duke, Norlene

From: Vaughn, Tricia
Sent: Tuesday, July 03, 2001 8:20 AM
To: Duke, Norlene
Subject: FW: Sprint BNA

-----Original Message-----

From: laila.j.kalimullah@mail.sprint.com
[mailto:laila.j.kalimullah@mail.sprint.com]
Sent: Tuesday, July 03, 2001 7:15 AM
To: Vaughn, Tricia
Subject: Sprint BNA

Please send any BNA information or invoices to: Sprint - KCBS
Attn: Laila Kalimullah
5000 College Blvd 3rd flr
Overland Park, KS. 66211

Or E-mail to: laila.j.kalimullah@mail.sprint.com

Thank you,
Laila Kalimullah
Sprint - Kansas City Billing Services
Billing Specialist III
(913)624-7119
(913)624-7580 fax